

EXHIBIT A

Relevant Portions of Consent Decree for GE-Pittsfield/Housatonic River Site and *Statement of Work for Removal Actions Outside the River*

Portions of text of Consent Decree for GE-Pittsfield/Housatonic River Site:

Cover page

Paragraph 8

Paragraph 25

Paragraphs 161 through 163

CONSENT DECREE	
Site:	GE-0000
Break:	10.8
Other:	9420

WESTON Ref. No.

00-0388

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION

UNITED STATES OF AMERICA,
STATE OF CONNECTICUT,
COMMONWEALTH OF
MASSACHUSETTS,

Plaintiffs,

v.

GENERAL ELECTRIC
COMPANY,

Defendant.

CIVIL ACTION NO'S. _____

99-30225, 99-30226,

99-30227-MAP

(consolidated cases)

CONSENT DECREE

9420

resource protection and restoration actions as specified herein, and reimburse the Trustees for costs incurred and to be incurred, all as provided in this Consent Decree.

7. Commitments by EPA. EPA intends to implement a Removal Action in the 1 ½ Mile Reach. Performance of such Removal Action shall be in accordance with the 1 ½ Mile Reach Removal Action Memorandum. Funding of such Removal Action shall be in accordance with Paragraphs 103-111 of this Consent Decree.

8. Compliance With Applicable Law And Protectiveness

a. All activities undertaken by Settling Defendant pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Except for the Rest of the River Remedial Action, for all activities undertaken pursuant to CERCLA in this Consent Decree, Settling Defendant must also comply with any ARARs of all federal and state environmental laws, as described in Attachment B to the SOW and in ARARs tables in the Removal Action Work Plan for the Upper ½ Mile Reach (Appendix F hereto), EPA's Action Memorandum for the Allendale School Removal Action (Appendix C hereto), and a Supplemental Addendum to the Work Plan for On-Plant Consolidation Areas (included in Annex 1 to the SOW), unless otherwise determined by EPA pursuant to CERCLA and the NCP. For the Rest of the River Remedial Action, for all activities undertaken pursuant to CERCLA in this Consent Decree, Settling Defendant must also comply with any ARARs of federal and state environmental laws set forth in the documents selecting the Rest of the River Remedial Action and/or in the Rest of the River SOW, unless waived by EPA pursuant to CERCLA and the NCP. For purposes

of this Consent Decree, ARARs shall not be considered Performance Standards unless, for the Rest of the River, EPA specifically identifies an ARAR as a Performance Standard. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be deemed to be consistent with the NCP.

b. EPA, MADEP and CTDEP have determined that:

(i) The Removal Actions, when implemented and completed in accordance with this Consent Decree, the SOW, and the Work Plan for the Upper ½ Mile Reach Removal Action (including achieving and maintaining Performance Standards), are protective of human health and the environment with respect to the areas addressed by those Removal Actions; and

(ii) Except as expressly provided in this Consent Decree, no further response actions for the areas addressed by such Removal Actions are necessary to protect human health and the environment.

c. The Consent Decree establishes a process intended to ensure that the Remedial Action to be selected for the Rest of the River will be protective of human health and the environment.

d. In the event that EPA, or MADEP or CTDEP (as applicable), determines that a Removal Action or Remedial Action is no longer protective of human health or the environment, the Consent Decree provides a procedure by which EPA or MADEP or CTDEP (as applicable) can seek additional relief.

25. The Performance Standards for the Removal Actions at the GE Plant Area shall include all requirements for the GE Plant Area identified as Performance Standards in the SOW attached to this Consent Decree, and the following requirements:

a. Settling Defendant shall perform soil remediation to address PCBs at the GE Plant Area (excluding the on-plant consolidation areas) as follows:

(i) In an approximate 200-foot wide strip along the north side of the River, located in the area from the former Thermal Oxidizer location downstream to the GE Plant Area boundary, as depicted generally on Figures 2-1 and E-1 of the SOW, Settling Defendant shall remove all paved surfaces, gravel, buildings/structures (except for the 64W oil/water separator), and underlying soil to a total depth of one foot, and shall replace that pavement/soil with a one-foot vegetative Engineered Barrier, as described in Attachment G to the SOW; provided, however, that such barrier need not be installed in any discrete portion of this strip where the average PCB concentrations do not exceed 10 ppm in the top foot, 15 ppm in the 1-3 foot depth, and 100 ppm in the top 15 feet, so long as the effectiveness of the barrier is not impaired by discontinuities in the barrier.

(ii) In a portion of East Street Area 2 - South that has been proposed for use as a City recreational area, as generally depicted on Figures 2-1 and E-1 of the SOW, Settling Defendant shall install a one-foot-thick soil cover, as described in Attachment G to the SOW, and shall remove and replace soils in the next two feet below that cover as necessary to achieve a PCB average of 15 ppm in that depth increment.

(iii) Except at the areas described in Paragraph 25.a(i) and 25.a(ii) above and in Paragraph 25.d below, Settling Defendant shall take the following response-actions for the top one foot of soil in each averaging area at the GE Plant Area: (A) For unpaved portions of such an averaging area that are located within the 100-year floodplain of the Housatonic River or Unkamet Brook, Settling Defendant shall remove and replace soils to achieve a PCB average of 25 ppm or below in the top one foot. (B) For unpaved portions of such an averaging area that are located outside that 100-year floodplain, Settling Defendant shall either (at its option) remove and replace soils in the top foot or place a soil cap over soils in the top foot to achieve a PCB average of 25 ppm or below in the top one foot. Specifications for such soil cap are described in Attachment G to the SOW. (C) For any averaging area where the average PCB concentration in the top one foot exceeds 25 ppm in the entire area (paved and unpaved portions combined), Settling Defendant shall recalculate the average PCB concentration after incorporating the anticipated performance of the response actions described in clause (A) or (B) above (as applicable). If that recalculated average PCB concentration still exceeds 25 ppm, Settling Defendant shall either (at its option) remove pavement/soils in the top foot to achieve a PCB average of 25 ppm in the top foot of the averaging area or maintain and enhance existing pavement/concrete surfaces in those paved areas determined to cause the exceedance of the 25 ppm average in the top foot, in accordance with the specifications for pavement enhancement in Attachment G to the SOW. Where such pavement enhancement is undertaken within the 100-year floodplain

of the Housatonic River or Unkamet Brook, Settling Defendant shall provide Flood Storage Compensation.

(iv) - Except at the areas described in Paragraph 25.d below, if the PCB average in the soil at the 1-6 foot depth increment exceeds 200 ppm in any averaging area at the GE Plant Area, Settling Defendant shall perform the following activities: (A) In any such area located within the 100-year floodplain of the Housatonic River or Unkamet Brook, Settling Defendant shall remove and replace soils as necessary to achieve a PCB average of 200 ppm in the 1-6 foot depth. (B) In any such area located outside the 100-year floodplain, Settling Defendant shall undertake a combination of soil removal/replacement in unpaved areas and either (at its option) soil removal/replacement or enhancement of existing pavement/concrete surfaces in paved areas as necessary to ensure that the PCB concentrations causing the average to exceed 200 ppm are removed or covered by enhanced pavement.

(v) If any averaging area at the GE Plant Area containing utilities has a PCB average exceeding 200 ppm in the 1-6 foot depth in the utility corridor(s), Settling Defendant shall submit to EPA for review and approval an evaluation of the need for any additional response actions in such area and shall implement any such actions as approved by EPA. In addition, in the event that a new subgrade utility is installed or an existing subgrade utility is repaired or replaced in the future at the GE Plant Area, Settling Defendant shall ensure that the average PCB concentration in the backfill material does not exceed 25 ppm (or, for areas described in Paragraphs 25.a(ii) and 25.d(vi), 10 ppm in the top three feet and 25 ppm for soils at greater depth).

the State to seek any other remedies or sanctions available by virtue of Settling Defendant's violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, civil penalties pursuant to Sections 122(l) and 109 of CERCLA; provided, however, that the United States shall not seek civil penalties under Sections 122(l) and 109 of CERCLA for any violation for which a stipulated penalty has been specifically demanded in writing hereunder, except in the case of a willful violation of the Consent Decree. If the United States seeks civil penalties for willful violations of this Consent Decree pursuant to Section 122(l) of CERCLA, Settling Defendant may argue that the amount of any civil penalty should be reduced by the amount of any stipulated penalty that has been paid for the same violation. The United States may oppose such reduction. Nothing in this Consent Decree shall prohibit the Court from reducing the civil penalty to be assessed in such action.

160. Notwithstanding any other provision of this Section, the United States, the State or Connecticut may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree and are due and owing to that party.

XXVI. COVENANTS NOT TO SUE BY PLAINTIFFS

161. United States' Covenant.

a. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraphs 162, 163, 175 and 176 of this Section, the United States, on behalf of EPA, NOAA, DOI, ACOE, DOD, ATSDR, and any

other agency which may have authority to administer the statutes cited in this Paragraph, covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 or 107(a) of CERCLA, Section 7003 of RCRA, Section 7 of the Toxic Substances Control Act ("TSCA"), and/or Section 504 of the Clean Water Act for releases or threatened releases of Waste Materials at the Site, where such Waste Materials originated at the GE Plant Area, for performance of the Work, or for Designated Fill Properties.

b. In consideration of the actions that will be performed and the payments that will be made by Settling Defendant under the terms of this Consent Decree, and except as specifically provided in Paragraphs 162, 163, 175, and 176 of this Section, the United States, on behalf of EPA, NOAA, DOI, ACOE, DOD, ATSDR, and any other agency which may have authority to administer the statutes cited in this Paragraph, covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 1002, 1005, 1006, 1009 and 1015 of the Oil Pollution Act, Section 113(f) of CERCLA, Sections 3004(u) and (v) and 3008 of RCRA, Section 17 of TSCA, Sections 309, 311 and 404 of the Clean Water Act, and/or Section 10 of the Rivers and Harbors Act for releases or threatened releases of Waste Material (regardless of the manner in which such Waste Materials may be listed, defined, or characterized under these statutes) at the Site, where such Waste Material originated at the GE Plant Area, for performance of the Work, or for Designated Fill Properties. The United States' covenant set forth in this Paragraph 161.b with respect to such statutory provisions does not apply to any action or claim other than an action or claim to compel Settling Defendant to

implement, comply with, or fund response actions, corrective actions or measures, or other similar judicial or administrative response-type injunctive relief, or for recovery, reimbursement; contribution or equitable share of response costs or Natural Resource Damages, and specifically does not apply to any action or claim for civil penalties under these statutory provisions, except as provided for in Paragraph 161.c.

c. In consideration of the actions that will be performed and the payments that will be made by Settling Defendant under the terms of this Consent Decree, the United States, on behalf of EPA, covenants not to sue for, or to take administrative action to assess, civil penalties for alleged violations of the Consent Order issued by EPA on June 30, 1981, pursuant to Sections 3007, 3013, and 7003 of RCRA (EPA Docket No. 81-164), or of the RCRA Permit that occurred at any time prior to lodging of this Consent Decree.

d. (i) Timing of Covenants for Removal and Remedial Actions.

Except with respect to the covenants for future liability and for Designated Fill Properties, these covenants not to sue shall take effect upon the receipt by EPA, NOAA and DOI of the payments required by Paragraph 94.a, 94.b and 94.c of Section XX (Reimbursement of Costs). With respect to future liability (other than for Designated Fill Properties), the covenant not to sue shall be effective for each Removal or Remedial Action to be performed by Settling Defendant pursuant to this Consent Decree, and for the area and media addressed by such Removal or Remedial Action, upon EPA's Certification of Completion for that individual Removal or Remedial Action, except for the 1 ½ Mile Reach Removal Action, for which the covenant not to sue for future liability shall be

effective upon EPA's completion of the 1 ½ Mile Reach Removal Action referred to in Paragraph 21 of this Consent Decree. The covenant not to sue for future liability for the Site shall be effective upon EPA's issuance of the Certification of Completion of the Work for the Site issued pursuant to Paragraph 89 of this Consent Decree. EPA's Certification of Completion of the Work for the Site shall state that it is the final Certification for purposes of this Paragraph.

(ii) Timing of Covenants for Designated Fill Properties. Except with respect to the covenants for future liability, the covenants not to sue: (A) for Designated Fill Properties listed in Category 1 in Appendix T, shall take effect upon the receipt by EPA of the payments required by Paragraph 94.a of Section XX (Reimbursement of Costs); and (B) for Designated Fill Properties listed in Category 2 in Appendix T, shall take effect upon the receipt by EPA of the payments required by Paragraphs 94.a and 95.a of Section XX related to such Category 2 Designated Fill Properties. With respect to future liability for each of the Designated Fill Properties, the covenant not to sue shall be effective upon written approval by MADEP of a Response Action Outcome Statement (hereafter "RAO") for such property pursuant to the MCP.

e. These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree; provided, however, that a failure by Settling Defendant to satisfactorily perform its obligations with respect to a Removal or Remedial Action shall not affect the United States' covenant not to sue with respect to any other Removal or Remedial Action, unless such failure to satisfactorily perform its obligations with respect to one Removal or

Remedial Action results in a Work Takeover pursuant to Paragraph 178 of this Consent Decree, in which case the covenants not to sue do not apply to any Removal or Remedial Action subject to the Work Takeover.

162. United States' Pre-Certification Reservations (Except Relating to Natural Resource Damages). The United States reserves its rights pursuant to this Paragraph with respect to performance of each individual Removal or Remedial Action at the Site or with respect to performance of response actions at the Designated Fill Properties. Issuance by the United States of a Certification of Completion for any individual Removal or Remedial Action at the Site or by the State of an RAO for any individual Designated Fill Property shall have no effect on the covenants or reservations of rights by the United States for any other response action at the Site or at the Designated Fill Properties. Subject to Paragraph 177 (Issuance of Administrative Orders) of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant,

a. to perform further response actions relating to the Site or the Designated Fill Properties, or

b. to reimburse the United States for additional costs of response, if, prior to Certification of Completion of each individual Removal or Remedial Action or issuance of an RAO for each Designated Fill Property:

(i) conditions at the Site or the Designated Fill Property as applicable, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the individual Removal or Remedial Action or response action previously performed at a Designated Fill Property (as applicable) is not protective of human health or the environment; provided that such further response actions are related to EPA's determination that the individual Removal or Remedial Action, or response actions at a particular Designated Fill Property, as applicable, are not protective of human health and the environment.

163. United States' Post-Certification Reservations (Except Relating to Natural Resource Damages). The United States reserves its rights pursuant to this Paragraph with respect to performance of each individual Removal or Remedial Action at the Site or with respect to performance of response actions at the Designated Fill Properties. Issuance by the United States of a Certification of Completion for any individual Removal or Remedial Action at the Site, or by the State of an RAO for any individual Designated Fill Property, shall have no effect on the covenants or reservations of rights by the United States for any other response action at the Site or at the Designated Fill Properties. Subject to Paragraph 177 (Issuance of Administrative Orders) of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant.

a. to perform further response actions relating to the Site or the Designated Fill Properties, or

b. to reimburse the United States for additional costs of response, if, subsequent to Certification of Completion of each individual Removal or Remedial Action or issuance of an RAO for each Designated Fill Property,

(i) conditions at the Site or the Designated Fill Property, as applicable, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the individual Removal or Remedial Action or response action previously performed at a Designated Fill Property (as applicable) is not protective of human health or the environment; provided that such further response actions are related to EPA's determination that the individual Removal or Remedial Action, or the response actions at a particular Designated Fill Property, as applicable, are not protective of human health and the environment.

164. United States Covenant as to the City.

a. In consideration of the facts and circumstances, and the actions that will be performed in connection with this Consent Decree and the Definitive Economic Development Agreement, and except as specifically provided in Paragraphs 162, 163, and 175 of this Section and below in this Paragraph 164, the United States, on behalf of EPA, covenants not to sue or to take administrative action against the City in its capacity

**Portions of *Statement of Work for Removal Actions Outside the River*
(Appendix E to Consent Decree for GE-Pittsfield/Housatonic River Site):**

Cover

Page 26 (Performance Standard No. 7 for Response Actions for PCBs in Soils at GE-Owned Industrial Areas)

Page 77 (Performance Standard No. 9 for Silver Lake Area Removal Action]

Page 82 (Performance Standard No. 2 for Groundwater Quality)

Figure 2-1

Portions of Tables 1 and 2 from Technical Attachment B

Appendix E to Consent Decree

Volume I

*Statement of Work
for Removal Actions
Outside the River*

Pittsfield/Housatonic River Site
General Electric Company
Pittsfield, Massachusetts

October 1999



6723 Towpath Road, P.O. Box 66
Syracuse, New York, 13214-0066
(315) 446-9120

7. GE shall conduct the following response actions for the top one foot of soil in each GE-owned industrial averaging area:
- a. For any unpaved portion of such an averaging area that is located within the 100-year floodplain of the Housatonic River or Unkamet Brook (as generally depicted on Figures 2-1 and 2-3) and where the spatial average PCB concentration in the top foot exceeds 25 ppm, GE shall remove and replace soils as necessary to achieve a spatial average PCB concentration of 25 ppm or below in the top foot. (In addition, if GE selected the option described in Standard #5.a, GE shall remove all soils containing PCB concentrations greater than 125 ppm from the top foot of the unpaved portion of the averaging area.)
 - b. For any unpaved portion of such an averaging area that is located outside the 100-year floodplain and where the spatial average PCB concentration in the top foot exceeds 25 ppm, GE shall either remove and replace soils or install a soil cover in accordance with the specifications for soil covers described in Attachment G to this SOW (Technical Requirements for Capping, Engineered Barriers, and Other Surface Covers) as necessary to achieve a spatial average PCB concentration of 25 ppm or below in the top foot.
 - c. For any averaging area (whether located within or outside the 100-year floodplain) where the spatial average PCB concentration in the top foot exceeds 25 ppm in the entire area (paved and unpaved portions combined), GE shall recalculate the spatial average PCB concentration for the top foot in that entire averaging area after incorporating the anticipated performance of the response actions described in Standard #7.a or #7.b, as applicable. If that recalculated spatial average PCB concentration still exceeds 25 ppm, GE shall maintain and enhance the existing pavement/concrete surfaces in those paved areas determined to cause the exceedance of the 25 ppm spatial average concentration for the top foot in the entire area. Such enhancements will be in accordance with the specifications described for pavement enhancement in Attachment G to this SOW. Where such pavement enhancement is undertaken within the 100-year floodplain of the Housatonic River or Unkamet Brook (as generally depicted on Figures 2-1 and 2-3), GE shall provide Flood Storage

to EPA for approval, and shall implement such corrective actions (if any) upon approval by EPA.

- c. If these periodic inspection/monitoring activities indicate that the capping system is continuing to achieve the design standards and is performing as generally predicted in terms of controlling PCB migration from the underlying sediments into the surface water of the lake, then no further response actions shall be necessary for the isolation layer or shoreline armoring layer, except as otherwise required pursuant to Section XIX (Emergency Response) or Paragraphs 162, 163, 167, and/or 168 (re-openers) of the Consent Decree.

- 9. In addition, if the periodic sampling of the cap indicates the deposition of PCBs on the surface of the cap (as opposed to migration of PCBs through the cap from the underlying sediments), GE shall evaluate, to the extent practical, whether such PCBs are attributable to sources other than erosion or surface runoff from the banks or currently known discharges of PCBs into the lake from NPDES-permitted to other outfalls. If the surface PCBs can be attributed to such other sources and such sources are located within property owned by GE, GE shall evaluate potential source control measures and shall submit a report on such evaluation, along with a recommendation for any appropriate source control measures, to EPA for review and approval. Otherwise, no further response actions shall be required to address such deposition of PCBs on the surface of the cap, except for any activities required by Attachment K to address erosion, and except as otherwise required pursuant to Section XIX (Emergency Response) or Paragraphs 162, 163, 167, and/or 168 (re-openers) of the Consent Decree.

2.6.3 Additional Pre-Design Field Investigations

Prior to the performance of detailed and comprehensive RD/RA activities for the Silver Lake Area Removal Action, GE shall conduct certain pre-design activities. These activities shall include the conduct of pre-design investigations to further characterize existing site conditions, satisfy certain investigation-related requirements presented in the CD and this SOW, and serve as the basis for the development of RD/RA activities to achieve the Performance Standards set forth above. For bank soils, additional soil sampling shall be conducted as necessary to support spatial averaging of PCB concentrations and to apply the Performance Standards set forth in this SOW. Grid sampling techniques consistent with those

Method 2 GW-2 standards developed using procedures set forth in the MCP or approved by EPA; or (b) alternative risk-based GW-2 groundwater standards developed by GE using appropriate MCP or EPA risk assessment guidance and approved by EPA as protective against unacceptable risks due to volatilization and transport of chemicals from groundwater into the indoor air of nearby occupied buildings; or (c) a condition, based upon a demonstration approved by EPA, in which constituents in the groundwater do not pose an unacceptable risk to occupants of nearby occupied buildings via volatilization and transport to the indoor air of such buildings.

2. For all groundwater at and related to these GMAs, groundwater quality shall achieve the following standards at the perimeter monitoring wells designated as compliance points for such standards, as described in Attachment H to this SOW: either (a) the Method 1 GW-3 groundwater standards set forth in the MCP, which have been developed for groundwater that is a potential source of discharge to surface water, or, for particular constituents for which no such standards exist, Method 2 GW-3 standards developed using procedures set forth in the MCP or approved by EPA; or (b) alternative risk-based GW-3 standards proposed by GE and approved by EPA as protective against unacceptable risks in surface water due to potential migration of constituents in groundwater.

Performance Standards for NAPL

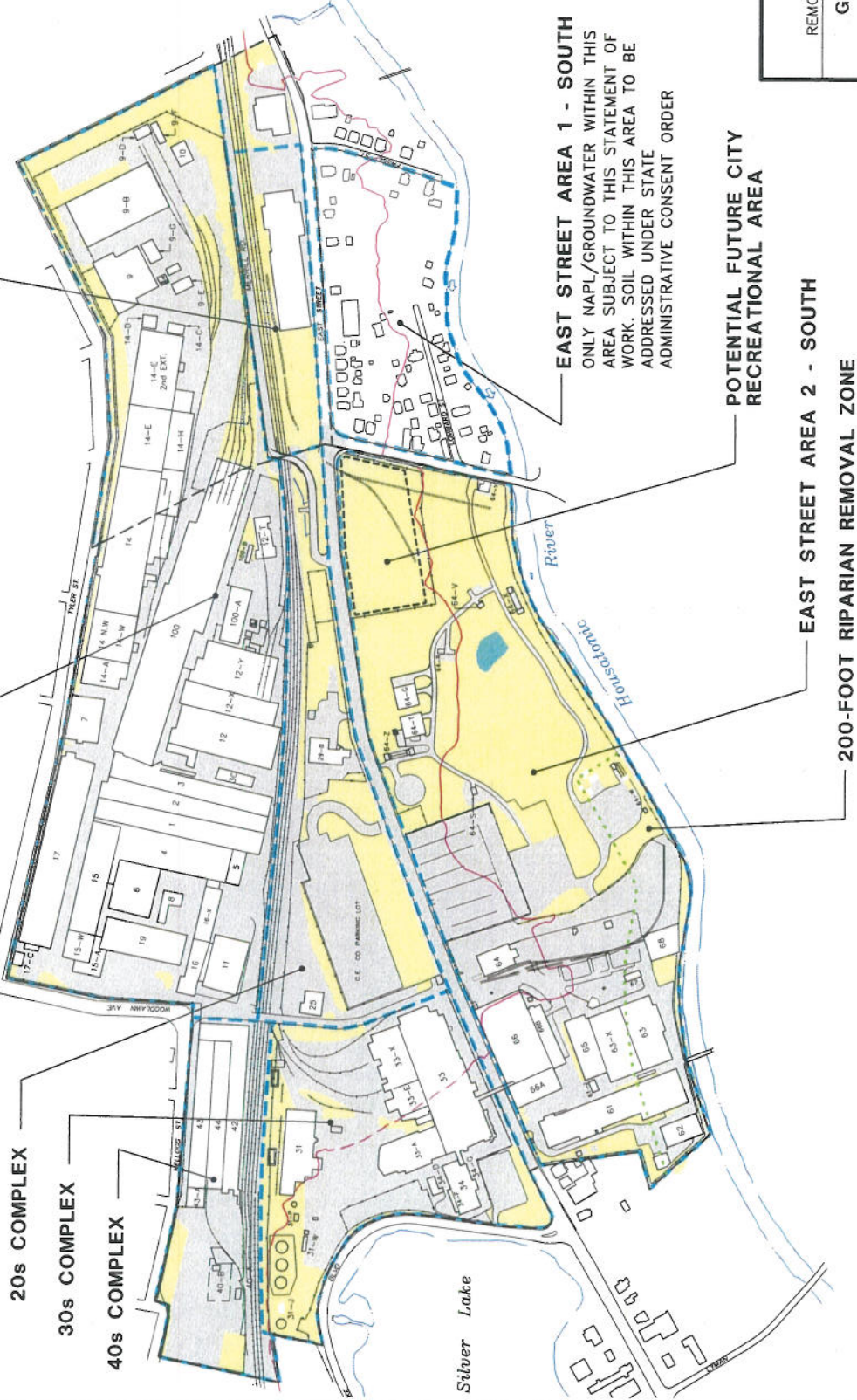
3. GE shall install and maintain NAPL containment measures as necessary to ensure that there is no discharge of NAPL to surface waters and/or sediments, including no sheens on surface water and no bank seeps of NAPL.
4. For areas near surface waters in which there is no physical containment barrier between the monitoring wells and the surface water, GE shall eliminate measurable NAPL in wells near the surface water bank that could potentially discharge NAPL into the surface water, in order to prevent such discharge and to assist in achieving groundwater quality Performance Standards.
5. For NAPL areas not located adjacent to surface waters, GE shall reduce the amount of measurable NAPL to levels which eliminate the potential for NAPL migration toward surface

EAST STREET AREA 1 - NORTH
EAST STREET AREA 2 - NORTH

20s COMPLEX

30s COMPLEX

40s COMPLEX



LEGEND:

- APPROXIMATE REMOVAL ACTION AREA BOUNDARY
- FENCE
- 100-YEAR FLOODPLAIN BOUNDARY (DASHED WHERE TOPOGRAPHY IS INFERRED)
- UNPAVED AREA
- PAVED AREA
- RECHARGE POND
- APPROXIMATE UNITS OF 200-FOOT RIPARIAN REMOVAL ZONE

NOTES:

1. MAPING IS BASED ON AERIAL PHOTOGRAPHIC AND PHOTOGRAMMETRIC MAPING BY LUDWIG MAPING, INC. - FLOWN IN APRIL 1990. DATA PROVIDED BY GENERAL ELECTRIC COMPANY AND BBL CONSULTING ENGINEERS, INC. (BBL) CONSTRUCTION PLANS AND ON OBSERVATIONS DURING A SITE VISIT BY BBL PERSONNEL ON DECEMBER 3, 1997.
2. SITE BOUNDARIES ARE APPROXIMATE.
3. NOT ALL PHYSICAL FEATURES SHOWN.
4. EXTENT OF PAVED/UNPAVED AREAS IS APPROXIMATE.
5. 100-YEAR FLOODPLAIN BOUNDARY IS BASED ON FLOOD ELEVATIONS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN 1987. SEE "FLOOD INSURANCE STUDY" - CITY OF PITTSFIELD, MASSACHUSETTS (PANELS 250037 G00C AND 25037 G00D) FOR FLOOD ELEVATIONS. TOPOGRAHIC MAPING GENERATED PHOTOGRAMMETRICALLY IN 1980 AT A BASE SCALE OF 1:2,400.



GENERAL ELECTRIC COMPANY
PITTSFIELD, MASSACHUSETTS
STATEMENT OF WORK FOR
REMOVAL ACTIONS OUTSIDE THE RIVER

GE PLANT AREA RAAs -
WESTERN PORTION

BBL
BLASLAND, BOUCK & LEE, INC.
engineers & scientists
FIGURE
2-1

N: 20140001.2015RPT01
P: 20140001.2015RPT01
P: STD-PS2/01.1. WPSRSL
9/10/98 SWR-34--GCC 005 RES
20140001/PROJ-00/2014GEA.LINC

TABLE 1

Chemical-Specific ARARs

PCBs and Other Constituents

Regulation	Citation	Criterion/Standard	Applicability/Appropriateness	Determination Re Attainment
Federal ARARs				
Clean Water Act, Ambient Water Quality Criteria	33 USC 1313, 1314 40 CFR 131.36(b)(1) 63 Fed. Reg. 68354	Establishes national recommended surface water quality criteria for various constituents for protection of human health and aquatic life (see Table 2, Item A for PCB criteria) and requires state water quality standards for same protective purposes.	Relevant and appropriate.	These criteria (which are incorporated in Mass. Water Quality Standards) will be used to develop groundwater performance standards, pursuant to 310 CMR 40.0983(4), for those constituents for which Method 1 GW-3 standards do not exist. See Attachment H to SOW. If these criteria are not attained in surface waters at or adjacent to Removal Action Areas, no further response actions to attain the criteria shall be required as part of these Removal Actions (beyond the actions described in the SOW), because EPA has determined that such further response actions are not practicable as part of these Removal Actions.

TABLE 1

Chemical-Specific ARARs

PCBs and Other Constituents (cont'd)

Regulation	Citation	Criterion/Standard	Applicability/Appropriateness	Determination Re Attainment
State ARARs				
Mass. Water Quality Standards	314 CMR 4.05(5)(c)	Establishes federal water quality criteria as state water quality standards (allowable water quality concentrations) for toxic pollutants.	Relevant and appropriate.	See above discussion of Clean Water Act, Ambient Water Quality Criteria.
Guidances Considered				
Cancer Slope Factors (CSFs)		Guidance values used to evaluate the potential carcinogenic risk caused by exposure to contaminants.	To be considered.	EPA considered this guidance in the development of the Removal Actions.
Reference Doses (RfDs)		Guidance values used to evaluate the potential non-carcinogenic hazard caused by exposure to contaminants.	To be considered.	EPA considered this guidance in the development of the Removal Actions.
PCBs: Cancer Dose - Response Assessment and Application to Environmental Mixtures	EPA/600/P-96/001F (September 1996)	Guidance regarding EPA's reassessment of the carcinogenicity of PCBs. It includes revised cancer slope factors for PCBs based upon the exposure pathway.	To be considered.	EPA considered this guidance in the development of the Removal Actions.

TABLE 2

Action-Specific ARARs

A. Source Control Activities (including installation of containment barriers and NAPL and groundwater recovery wells) and Discharge of Treated Waters (if any) (cont'd)

Regulation	Citation	Requirements	Applicability/Appropriateness	Determination Re Attainment
Clean Water Act Ambient Water Quality Criteria	33 USC 1313, 1314, 1317 40 CFR 131.36(b)(1) 40 CFR 122.44 63 Fed. Reg. 68354	Establishes national recommended surface water quality criteria and requires state water quality standards and national effluent standards -- all to be used in establishing effluent limitations for point source discharges. PCB water quality criteria: • For protection of freshwater aquatic life due to chronic exposure: 0.014 ppb • For protection of human health from consumption of water and organisms: 0.00017 ppb Various numerical criteria for other constituents	Relevant and appropriate for settling effluent limitations for point source discharges of treated water to river.	Discharges of treated water will meet existing NPDES permit limits See discussion of Clean Water Act NPDES Regulations on page 2 above. (Regarding attainment in surface waters, see Table 1.)